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7 Defendants, Cross-Defendants and Cross-Claimants  
Chevron Corporation, Unocal Corporation and  
Union Oil Company of California  
8

9 UNITED STATES DISTRICT COURT  
10 NORTHERN DISTRICT OF CALIFORNIA  
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12 KFD ENTERPRISES, INC., a California ) Case No. CV-08-04571-SC  
13 Corporation dba Norman's Dry Cleaner, )  
14 Plaintiff, ) **[PROPOSED] ORDER GRANTING**  
15 v. ) **DEFENDANTS UNION OIL OF**  
16 CITY OF EUREKA, et al. ) **CALIFORNIA, UNOCAL**  
17 Defendants. ) **CORPORATION AND CHEVRON**  
18 AND RELATED CROSS-ACTIONS ) **CORPORATION'S MOTION FOR**  
19 ) **ORDER APPROVING SETTLEMENT**  
19 ) **AND BARRING CONTRIBUTION**  
19 ) **CLAIMS**  
19 )  
19 ) [UCFA, § 6; CAL. CODE CIV. PRO.  
19 ) § 877.6]

Date: April 4, 2014  
Time: 10:00 a.m.  
Crtrm: 1  
Before: Hon. Samuel Conti

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1                   The Court, having considered the Motion of Defendants Union Oil of California,  
2 Unocal Corporation and Chevron Corporation (collectively “Union Oil/Unocal/Chevron”) for an  
3 Order:

- 4                 1. Confirming and approving the settlement agreement between Plaintiff KFD  
5 Enterprises, Inc. (“KFD”) and Defendant Union Oil Company of California (on  
6 behalf of itself and Defendants Unocal Corporation and Chevron Corporation)  
7 under the Comprehensive Environmental Response, Compensation and Liability  
8 Act, as amended (42 U.S.C. § 9601 et seq. “CERCLA”), and the Carpenter-  
9 Presley-Tanner Hazardous Substance Account Act (Cal. Health & Safety Code  
10 § 25301 et seq. “HSAA”) and other applicable federal and state laws;
- 11                2. Holding that the provisions of the Uniform Comparative Fault Act (“UCFA”)  
12 apply with respect to the effect of the settlement as to both the federal and state  
13 law claims, and holding that the settlement is in good faith under California Code  
14 of Civil Procedure § 877.6;
- 15                3. Dismissing, with prejudice, all pending claims asserted by KFD against Union  
16 Oil/Unocal/Chevron;
- 17                4. Barring all claims against Union Oil/Unocal/Chevron that relate to or arise from  
18 the matters addressed in the instant action or relate to the contamination on, under  
19 or emanating from 2907 E Street, Eureka, California (“the Property”), including,  
20 but not limited to, contribution and indemnity claims that have been, or could  
21 have been, asserted by any person or entity, in this action or otherwise, whether  
22 such claims are or could be brought pursuant to federal or state law;
- 23                5. Dismissing, with prejudice, all pending cross-claims against Union  
24 Oil/Unocal/Chevron in this action.

25                   And having read and considered the motion and its supporting documents, having read  
26 and considered any opposition to the motion, if any, and any reply memorandum in support of  
27 the motion, and good cause appearing therefore:

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1 IT IS HEREBY ORDERED, as follows:

- 2 1. That the motion of Defendants Union Oil Company of California, Unocal  
3 Corporation and Chevron Corporation is hereby GRANTED;
- 4 2. That the settlement agreement between KFD and Union Oil Company of  
5 California (on behalf of itself and Unocal Corporation and Chevron Corporation)  
6 is approved under CERCLA and the HSAA and other applicable federal and state  
7 laws;
- 8 3. That the provisions of the UCFA apply with respect to the effect of the settlement  
9 as to both the federal and state law claims;
- 10 4. ~~That the settlement is in good faith under California Code of Civil Procedure~~  
11 ~~§ 877.6;~~
- 12 5. That all claims asserted in the above-titled action by KFD against Union  
13 Oil/Unocal/Chevron are hereby DISMISSED with prejudice;
- 14 6. That all claims against Union Oil/Unocal/Chevron that relate to or arise from the  
15 matters addressed in the instant action or relate to the contamination on, under or  
16 emanating from the Property, including, but not limited to, contribution and  
17 indemnity claims that have been, or could have been, asserted by any person or  
18 entity, in this action or otherwise, whether such claims are or could be brought  
19 pursuant to federal or state law, are hereby BARRED; and
- 20 7. That all pending cross-claims against Union Oil/Unocal/Chevron in this action are  
21 hereby DISMISSED with prejudice.

22 IT IS SO ORDERED.

23 Dated: April 11, 2014

24 By:

  
Hon. Samuel Conti  
United States District Judge

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